

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A70	PAGE 1 OF 33
2. CONTRACT NO.	3. SOLICITATION NO. N00164-04-R-6755	4. TYPE OF SOLICITATION () SEALED BID (IFB) (x) NEGOTIATED (RFP)		5. DATE ISSUED 20 FEB 04	6. REQUISITION/PURCHASE NO.
7. ISSUED BY CONTRACTING OFFICER (CODE 1164) NAVAL SURFACE WARFARE CENTER, CRANE DIVISION 300 HIGHWAY 361 CRANE, IN 47522-5000		CODE N00164	8. ADDRESS OFFER TO (If other than Item 7) BID OPENING OFFICER, BUILDING 64 NAVAL SURFACE WARFARE CENTER, CRANE DIVISION 300 HIGHWAY 361 CRANE, IN 47522-5000		

NOTE: In sealed bid solicitations offer and offeror mean bid and bidder

SOLICITATION

9. Sealed offers an original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **Bldg. 64, Naval Surface Warfare Center, 300 Highway 361, Crane, IN** until **22 MAR 04**

(Hour) 1530

CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.215-1. All offers are subject to all forms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME Dennis Smith	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (812) 854-3863
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if the offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and Related documents numbered and dated);	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -- ENTER SUCH ADDRESS IN SCHEDULE		18. OFFER DATE

AWARD (To be completed by the Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
10 U.S.C. 2304(c)()	41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SCHEDULE OF SUPPLIES**

CLIN	Supplies/Services	Quantity	U.I.	Unit Price	Amount
0001	Countermeasure Set, Acoustic (CSA) MK 2, MOD 4 Countermeasure Cable System (CMCS) Shipsets, Assembly PN: 1061145G-3 IAW section C consisting of the following items. Fourteen each Ballast Tank Cables, PN 53711-7454379-1; Four each Launcher Assembly Cables, PN 53711-7454380-1; Six each Launcher Assembly Cables, PN 53711-7454380-2; and Four each Launcher Assembly Cables, PN 53711-7454380-3	2	EA	_____	_____
0002	OPTION. Same as ITEM 0001.	1	EA	_____	_____
		2	EA	_____	_____
		3	EA	_____	_____
0003	Technical Data for CLINs 0001 and 0002.				
000301	Test Procedure (S/N A001)	1	LO	NSP	NSP
000302	Request for Deviation (S/N A002)	1	LO	NSP	NSP

Not Separately Priced (NSP). The offeror shall include unit prices for NSP CLINs in the unit price of CLIN 0001.

SECTION "B" Notes:

(1) Offerors are reminded to list your Commercial and Government (CAGE) Code and DUNS Number in Block 15a of Page 1.

(2) It is requested that technical questions concerning this procurement be submitted to and received at NSWC Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1. It is preferred that technical questions be submitted via e-mail to: smith_d@crane.navy.mil. An alternate method is to submit technical questions, in writing, to the following address: COMMANDER (CODE 1164EC), ATTN: Dennis Smith, Naval Surface Warfare Center, Crane Division, 300 Highway 361, Building 2037, CRANE, IN 47522-5001.

(3) SPECIAL NOTICE – The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2433, or via the Internet at <http://ccr.edi.disa.mil>. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFARS 252.204-7004 contained herein.

(4) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

(5) The option may be exercised at any time through 365 days after contract award date. The total option amount exercised shall not exceed 3. Contractor is required to price out quantities of 1, 2 and 3.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collected such small dollar amounts could exceed the amount to be recovered.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 APPLICABLE DOCUMENTS

C.1.1 Applicable MK 2, MOD 4 Countermeasure Cable System (CMCS)

Shipsets Procurement Documents :

C.1.2 Department of Defense Specification

QQ-B-575	Braid, Wire
MIL-A-46106	Adhesive-Sealants, Silicon, RTV, One-Component
MIL-M-24041	Molding and Potting Compound, Chemically Cured
MIL-W-22759/11	Wire, Electrical, Fluoropolymer-Insulated
MS21980	Ferrules, Outer, Uninsulated, Shielded Terminating
MS21981	Ferrules, Inner, Uninsulated, Shielded Terminating

C.1.3 Department of Defense Standards

DOD-STD-100	Standard Practice for Engineering Drawings
MIL-STD-454	Standard General Requirements for Electronic Equipment
MIL-STD-1595	Qualification of Aircraft, Missile and Aerospace Fusion Welders
MIL-STD-2219	Fusion Welding for Aerospace Applications

C.1.4 Other Publications

ASME Y14.100M	Engineering Drawing Practices
J-STD-004	Requirements for Soldering Fluxes
J-STD-006	Requirements for Soldering Pastes

NAS1744	Splice, Conductor, Solder Style, Hot Air or Infrared, Shrinkable
7012519C	Performance Specification Cable System, Electrical, Pressure-Proof (PP), for Countermeasure set, acoustic (CSA), MK 2 Mod 4

C.1.5 Drawings

53711-7454379	(REF: 80249-1061146G Ballast Tank Cable (BTC)
53711-7454380	(REF: 80249-1061147G Launcher Assembly Cable (LAC)
53711-7454387	(REF: 80249-1061154G Torque Adapter)
80249-1061146G Rev D	Ballast Tank Cable (BTC) CSA MK2 MOD 4
80249-1061147G Rev F	Launcher Assembly Cable (LAC) CSA MK 2 MOD 4
80249-1061154G Rev -	Torque Adapter, Engaging Nut Plug Connector (LAC)
80249-PL1061146G Rev C	Ballast Tank Cable (BTC) CSA MK2 MOD 4
80249-PL1061147G Rev B	Launcher Assembly Cable (LAC) CSA MK 2 MOD 4
80249-PL1061154G Rev -	Torque Adapter, Engaging Nut Plug Connector (LAC)

C.2 TECHNICAL OBJECTIVES AND GOALS:

The Contractor shall provide all necessary materials, labor, testing, inspection, and certifications, including administration costs incurred to manufacture and/or fabricate cables as specified in CLIN 0001 and documents called out section C1. All drawings depict end item configuration. Minimum top level requirements for a electrical, pressure-proof, outboard cable harness system (Countermeasure Cable System (CMCS) for use in the Countermeasure Set, Acoustic (CSA), MK 2 MOD 4 System shall be in accordance with Performance Specification NAVSEA 7012519C which includes SCN-001 dated 14 Nov 02.

Completed cables shall display a high quality of workmanship and comply with standard industry cable manufacture and/or fabrication practices. Should conflicts arise, the contractor shall notify NSWC Crane for waiver or deviation. The contractor shall maintain a Quality Assurance program during Cable manufacture and shall monitor process and control quality. Contractor shall use only qualified personal and obtain any necessary certifications e.g. soldering, molding, etc.

C.2.1 CONTRACTOR RESPONSIBILITY:

The contractor shall be responsible for procuring all required material. No Government Furnished Material (GFM) shall be provided. No travel is anticipated to perform this contract.

C.2.2 PRODUCTION PLANNING:

The Contractor shall notify NSWC Crane in cases of major schedule delays citing Material or Labor issues. A preliminary production schedule will be required at the kick off meeting and a final will be due 30 days after the kick off meeting.

A Certificate of Conformance shall be packed in each package with each fabricated item. An item is not considered complete without a Certificate of Conformance. This certificate shall include serial numbers of the cables.

C.3 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

C.3 PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over-dimensional materials.

C.5 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

C.6 ITEM(S) 0003- DATA REQUIREMENTS (NAVSEA) (SEP 1992) – (5402)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

C.7 Assignment of serial number(s) (NAVSEA) (SEP1990)

The contractor shall request serial number assignment, in writing, from the cognizant technical program office, with a copy to the cognizant contract administration office. The request for the serial number assignment shall contain the following minimum information as applicable:

- (a) Contract number;
- (b) Assigned line item number and description;
- (c) Assigned type designation;
- (d) Assigned model number;
- (e) Top drawing number and ID (List of drawings) number;
- (f) Exact quantity for which serial number are being requested, including first article and pre-production samples required by the contract; and
- (g) National stock number (if applicable)

C.8 EXCLUSION OF MERCURY (NAVSEA) (May 1998) – (5409)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

C.9. DRAWING EXCEPTIONS:

Exception to the Drawing: On drawing 80249-1061147G Rev F, and on drawing 80249-1061146G Rev D; note 9 should read, "Quality Conformance Testing to be in accordance with Table III of Performance Specification NAVSEA 701251C."

C.10 SPECIFICATION EXCEPTIONS:

Exception to the Specification: Performance Specification, NAVSEA 7012519C, Table II testing is not required.

Special Packaging requirements: All cable assemblies shall have bubble wrap affixed to the cable ends (connectors) by means of tape or ties for protection and packaged in separate fiberboard boxes and marked to include as a minimum, Contract Number, Cable Assembly Part Number, Cable Assembly Serial Number and Manufacturer Name and Address. This package shall then be packed with other cable assemblies to form separate Countermeasure Set, Acoustic (CSA) MK 2 MOD 4 Countermeasure Cable System (CMCS) Ship-set. The exterior of the Pack shall be marked to include as a minimum, Contract Number, Cable Assembly Part Numbers, Cable Assembly Serial Number and Manufacturer Name and Address. These Pack/Packs shall be palletizing and marked for shipping. A Certification of Compliance shall be packed in each package prior to closure.

SECTION D - PACKAGING AND MARKING

D.1 Packaging

Special Packaging requirements: All cable assemblies shall have bubble wrap affixed to the cable ends (connectors) by means of tape or ties for protection and packaged in separate fiberboard boxes and marked to include as a minimum: Contract Number, Cable Assembly Part Number, Cable Assembly Serial Number and Manufacturer Name and Address. This package shall then be packed with other cable assemblies to form separate Countermeasure Set, Acoustic (CSA) MK 2 MOD 4 Countermeasure Cable System (CMCS) Ship-set. The exterior of the Pack shall be marked to include as a minimum, Contract Number, Cable Assembly Part Numbers, Cable Assembly Serial Number and Manufacturer Name and Address. These Pack/Packs shall be palletizing and marked for shipping. A Certification of Compliance shall be packed in each package prior to closure.

D.2 Packaging For Data (CLIN 0003)

The contractor shall package the Data required by the CDRL DD Form 1423, to assure safe delivery at destination.

D.3 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

D.4 Marking for Data

The contractor shall mark Data in accordance with the Contract Data Requirements Lists (CDRLs).

D.3 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D.4 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

D.5 INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

D.6 MARKING FOR SHIPMENT (5511)

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Part Number; Serial Number; Packing Date; Attn: Code 6071, Bldg. 2930

D.7 MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

SECTION "E" - INSPECTION AND ACCEPTANCE**E.1 CLAUSES INCORPORATED BY REFERENCE****I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES****II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES**PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Inspection of Supplies--Fixed-Price (Aug 1996)	52.246-02
Certificate of Conformance (Apr 1984)	52.246.15
Responsibility for Supplies (Apr 1984)	52.246-16

PART II

<u>Title and Date</u>	<u>DFARS Subsection</u>
Material Inspection and Receiving Report (Mar 2003)	252.246-7000

CLAUSES IN FULL TEXT**E.2 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (CLIN 0003AA and 0004AA)**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

E.3 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION

Item 0003 - Inspection and acceptance shall be made at destination by a representative of the Government.

E.4 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. ORIGIN

Items 0001 and 0002 (if exercised) - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office.

E.5 INSPECTION AND ACCEPTANCE (ORIGIN) (CLINS 0001 and 0002 if OPTION IS EXERCISED.)

(a) Government inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by at the contractor's or subcontractor's plant located at SEACON Phoenix, Inc., 52 Airport Road, Westerly, RI 02891.

The location designated for such inspection and acceptance shall not be changed without prior written authorization of the Contracting Officer.

(b) The cognizant inspector shall be notified when supplies or services are ready for government inspection.

(c) Advance notification of the cognizant inspector x is is not required at least 5 days prior to conducting contractor inspections and/or testing.

E.6 QUALITY REQUIREMENTS:

E.6.1 Quality Assurance

The contractor will be required to implement a quality Assurance Program that ensures conformance to ISO 9002 or equivalent. The contractor shall evaluate manufacturing and test procedures, identify program risks, assess their probability of occurrence and impact, and develop risk mitigation plans.

E.6.2 WORKMANSHIP

All material procured under the contract shall be constructed and finished in a manner that will ensure compliance with all requirements of Specification Cable System, Electrical, Pressure-Proof (PP), for Countermeasure Set, Acoustic (CSA), MK 2 MOD 4 NAVSEA 7012519C with SCN-001 dated 14 Nov 2002. All parts used in the assembly shall be clean and free of excess materials, chips, and loose or splattered foreign materials. Contractor workmanship standards shall be based on the following requirements:

- a. Parts and assembly hardware shall be cleaned of all substances of contaminants, which may reduce effectiveness of the hardware.
- b. Screws, nuts, and bolts shall be tightly fastened and show no signs of defects.
- c. Bearing assemblies shall be free of contaminants, stains, and surface defects. Contacting surfaces shall also be free of surface defects.
- d. Wires and cables shall be situated and safeguarded in such a way as to prevent damage.
- e. Wire and cable shielding shall be protected in a manner that will prevent it from contacting or shorting exposed conductors. The shields ends shall be protected to prevent damage.

E.6.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) (FAR 52.246-11)

The Contractor shall comply with the higher-level quality standard selected below. *[If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]*

<u>Title</u>	<u>Number</u>
Quality Systems	ISO-9002 (for manufacturing only)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 The following provisions are incorporated by reference:PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Stop Work Order (Aug 1989)	52.242-15
Government Delay of Work (Apr 1984)	52.242-17
F.o.b. Origin (Jun 1988)	52.247-29
F.o.b. Origin, Contractor's Facility (Apr 1984)	52.247-30
F.o.b. Destination (Nov 1991)	52.247-34
F.o.b. Point for Delivery of Government-Furnished Property (JUN 2003)	52.247-55
F.o.b. Origin - Carload and Truckload Shipments (APR 1984)	52.247-59
F.o.b. Origin, Prepaid Freight – Small Package Shipments (JAN 1991)	52.247-65

CLAUSES IN FULL TEXT

F.2 TIME OF DELIVERY (FAR 52.211-8) (JUN 1997)**Required Delivery Schedule**

Schedule for line items 0001, 0002, 0003, 0004, 0005AA and 0006 .

<u>CLIN NO(s)</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT (ADC)</u>
0001	MK2 Mod 4 Cable System	2 EA	First set due 126 DAC Second set due 182 DAC
0002	MK2 Mod 4 Cable System	Up to 3 EA	*See Below
0003	Test Procedure	1 LO	As required by the CDRL

*Delivery for CLIN 0002 would be as follows:

If option is exercised three times for one set at a time:

Each set due 126 DAC after option is exercised.

If option is exercised once for 2 sets:

First set due 126 days after option is exercised
Second set due 182 days after option is exercised

If option is exercised once for all 3 sets:

First set due 126 days after option is exercised.
Second set due 182 days after option is exercised.
Third set due 238 days after option is exercised

F.3 PLACE OF DELIVERY (CLINs 0001, 0002 (if exercised) and 0003)

COMMANDER
NSWC Crane
ATTN: LARRY KILLION
CODE 6071 BLDG 2930
300 HIGHWAY 361

CRANE IN 47522-5001

The contractor is responsible for distribution of the DD Form 250 in accordance with Appendix F of DFARS Clause 252.246-7000. The material inspection and receiving report **shall** include the serial number of the cables.

F.6 Technical Data (CLIN 0003AA)

The contractor shall prepare and deliver technical data in accordance with the Contract Data Requirements List (CDRL) DD Form 1423 and Data Item Descriptions.

F.7 DELIVERY LANGUAGE FOR F.O.B. DESTINATION (CLINS 0001, 0002, 0003AA and 0004AA)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

G.3 PURCHASING OFFICE REPRESENTATIVE LANGUAGE

PURCHASING OFFICE REPRESENTATIVE:

COMMANDER
 ATTN: CODE 1164EB BLDG 2037
 NAVAL SURFACE WARFARE CENTER, CRANE DIVISION
 BUILDING 2037
 CRANE IN 47522-5011
 Telephone No. 812-854-3863

G.4 REMITTANCE ADDRESS

Payments to be mailed to:

Contractor to fill in:

G.5. GENERAL PROCUREMENT INFORMATION:

SF 26 BLOCK 14: ACCOUNTING AND APPROPRIATION DATA IS AS FOLLOWS:

<u>ACRN</u>	<u>Line Of Accounting</u>	<u>Amount</u>
A1	97X4930 NH1J 000 77777 0 000164 2F 000000 shopcodeJON	

<u>ACRN</u>	<u>CLIN</u>	<u>(Local Use)</u> <u>Shop/REQN #</u>	<u>Qty</u>	<u>Unit</u> <u>Price</u>	<u>Amount</u>	<u>Contract</u> <u>Type</u>	<u>Progress</u> <u>Payments</u>
A1							

SPECIAL PAYMENT INSTRUCTIONS :

- Payment is not to be pro-rated.
- ACRNs are to be paid in accordance with contractor's invoice.

SPECIAL INVOICE/BILLING INSTRUCTIONS:

- The contract ACRN associated with each CLIN/SubCLIN shall be referenced on page 1 of the invoice by CLIN/SubCLIN.

[IF DFAS-CO PAYING OFFICE ORIGINAL INVOICE GOES TO COLUMBUS WITH COPY TO VENDOR PAY]

- In addition to Payment Office copy, the contractor shall submit 1 copy of the invoice to:

VENDOR PAY
CODE 00M, BLDG 3173
NAVSURFWARCENDIV
300 HIGHWAY 361
CRANE IN 47522-5002

[DFAS OPLOC Payment offices shall use the following note in place of the above note—The contractor shall NOT send a copy of the invoice directly to the payment office—Please annotate “Send invoice to” block appropriately on Page 1 of the contract]

- The contractor shall submit 1 copy of the invoice to:

VENDOR PAY
CODE 00M, BLDG 3173
NAVSURFWARCENDIV
300 HIGHWAY 361
CRANE IN 47522-5002

G.6. Contractor Performance Rating System (CPARS)

a) (Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
-------------	--------------	----------------------------------

G.7 Payment Status Inquires:

Status of invoice payments can be obtained from the following web site: www.dfas.mil/money/vendor

If the **payment is being made by DFAS—Columbus** use the **MOCAS Vendor Pay Inquiry System (VPIS)** site listed on the above web site. It is recommended that the vendor download the “MOCAS VPIS Help Guide” and “Reason and Remark Code Document”. You must then register by clicking on “User Registration” under the subheading “MOCAS Vendor Pay Inquiry System” before payment inquiries can be made.

If payment is being made by other than DFAS-Columbus, status of invoice payment can be obtained through the Non-MOCAS System by cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

Document	Block
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

G.8 PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE

Paragraph FAR 52.232-25(a)(5)(i) of the Prompt Payment clause is hereby changed to:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the **30th** day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

Payment will be due the vendor in accordance with FAR 52.232-25(a)(1)

Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

G.9 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

DFARS 252.232-7003 is hereby incorporated into the contract by reference. For purposes of implementation of electronic finance payment invoicing under NSWCrane contracts, WAWF-RA is applicable in accordance with Deployment of Wide Area WorkFlow - Receipt and Acceptance OUSD(AT&L)(DP) memo 1 Apr 2002. Other electronic systems are not to be utilized.

For other than finance payment request invoices, NSWCrane is currently working with the WAWF-RA program office to develop an interface between the financial system and WAWF-RA. However, this interface is not currently in place and NSWCrane cannot currently accept WAWF-RA invoices for payment against lines of accounting cited in contracts/orders issued and certified for payment by NSWCrane (DoDAAC N00164 / FC).

In accordance with DFARS 252.232-7003(c), the contractor is required to submit their receipt and acceptance documentation with delivery of the materials. A copy of the invoice for payment shall be submitted, in hard copy, in accordance with the Submission of Invoice Clause and Special Invoice Instructions herein.

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction, or request of government personnel unless it is issued in writing and signed by the contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The contracting officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the contracting officer's. In the event the contractor effects any change at the direction of any person other than the contracting officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the contracting officer is: Naval Surface Warfare Center, Crane Division, Attn: Code 1164, 300 Highway 361, Building 2037, Crane, Indiana 47522-5001, DODAAD Code: N00164, Dennis Smith 812-854-3863.

H.2 ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

H.3 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CS 91718-8000

Phone: (909) 273-4677 or DSN 933-4677
FAX: (909) 273-5200
Internet: <http://www.gidep.corona.navy.mil>

SECTION I - CONTRACT CLAUSES**I.1 CLAUSES INCORPORATED BY REFERENCE****PART I**

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Definitions (DEC 2001)	52.202-1
Gratuities (APR 1984)	52.203-3
Covenant Against Contingent Fees (APR 1984)	52.203-5
Restrictions on Subcontractor Sales to the Government (JUL 1995)	52.203-6
Anti-Kickback Procedures (JUL 1995)	52.203-7
Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	52.203-8
Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	52.203-10
Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)	52.203-12
Printed /Copying Double-Sided on Recycled Paper (AUG 2000)	52.204-4
Central Contractor Registration (OCT 2003)	52.204-7
Protecting the Government's Interest When Subcontracting With Contractors	52.209-6
Debarred, Suspended, or Proposed for Debarment (JUL 1995)	
Material Requirements (AUG 2000)	52.211-5
Defense Priority and Allocation Requirements (SEP 1990)	52.211-15
Audit and Records—Negotiation (JUN 1999)	52.215-2
Order of Precedence – Uniform Contract Format (OCT 1997)	52.215-8
Integrity of Unit Prices (OCT 1997) Alt 1	52.215-14
Option for Increased Quantity (MAR 1989)	52.217-6
Child Labor-Cooperation with Authorities and Remedies (JAN 2004)	52.222-19
Walsh-Healey Public Contracts Act (DEC 1996)	52.222-20
Prohibition of Segregated Facilities (FEB 1999)	52.222-21
Equal Opportunity (APR2002)	52.222-26
Notification of Visa Denial (JUN 2003)	52.222-29
Equal Opportunity for Special Disabled Veterans, Veterans of Vietnam	
ERA and other Eligible Veterans (DEC 2001)	52.222-35
Affirmative Action for Workers with Disabilities (JUN 1998)	52.222-36
Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	52.222-37
Drug-Free Workplace (MAY 2001)	52.223-6
Toxic Chemical Release Reporting (AUG 2003)	52.223-14
Restrictions on Certain Foreign Purchases (DEC 2003)	52.225-13
Authorization and Consent (JUL 1995)	52.227-1
Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)	52.227-2
Federal, State, and Local Taxes, State and local adjustments (Apr 2003)	52.229-4
Cost Accounting Standards (APR 1998)	52.230-2
Disclosure and Consistency of Cost Accounting Practices(Apr 1998)	52.230-3
Administration of Cost Accounting Standards (NOV 99)	52.230-6
Payments (APR 1984)	52.232-1
Discounts for Prompt Payment (FEB 2002)	52.232-8
Extras (APR 1984)	52.232-11
Interest (JUN 1996)	52.232-17
Assignment of Claims (JAN 1986) – ALT I (APR 1984)	52.232-23
Prompt Payment (OCT 2003)	52.232-25
Payment by Electronic Funds Transfer – Central Contractor Registration (MAY 1999)	52.232-33
Disputes (JUL 2002)	52.233-1
Protest After Award (AUG 1996)	52.233-3
Report of Shipment (REPSHIP) (JUN 2003)	52.242-12
Bankruptcy (JUL 1995)	52.242-13
Changes - Fixed-Price (AUG 1987)	52.243-1

Competition in Subcontracting (DEC 1996)	52.244-5
Limitation of Liability – High Value Items (FEB 1997)	52.246-23
Preference for U.S.-Flag Air Carriers (JUN 2003)	2.247-63
Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)	52.247-64
Value Engineering (FEB 2000)	52.248-1
Termination for Convenience of the Government (Fixed-Price)(SEP 1996)	2.249-2
Default (Fixed-Price Supply and Service). (APR 1984)	52.249-8
Computer Generated Forms (JAN 1991)	52.253-1

PART II

<u>Title and Date</u>	<u>DFARS Paragraph No.</u>
Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (MAR 1999)	252.203-7001
Disclosure of Information (DEC 1991)	252.204-7000
Control of Government Personnel Work Product (APR 1992)	252.204-7003
Central Contractor Registration (NOV 2003)	252.204-7004
Provision of Information to Cooperative Agreement Holders (DEC 1991)	252.205-7000
Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)	252.209-7000
Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)	252.209-7004
Acquisition Streamlining (DEC 1991)	252.211-7000
Buy American Act and Balance of Payments Program (Apr 2003)	52.225-7001
Qualifying Countries as Subcontractors (Apr 2003)	252.225-7002
Reporting of Contract Performance Outside of the United States (APR 2003)	252.225-7004
Identification of Expenditures in the United States (APR 2002)	252.225-7005
Preference for Certain Domestic Commodities (FEB 2003)	252.225-7012
Duty Free Entry (APR 2003)	252.225-7013
Restriction on Acquisition of Ball or Roller Bearings (APR 2003)	252.225-7016
Secondary Arab Boycott of Israel (APR 2003)	252.225-7031
Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 1998)	252.225-7043
Utilization of Indian Organizations, Indian-owned economic Enterprises and Native Hawaiian Small Business Concerns (OCT 2003)	252.226-7001
Non-Estoppel (OCT 1966)	252.227-7000
Rights in Technical Data-Noncommercial Items (NOV 1995)	252.227-7013
Rights in Bids or Proposal Information (JUN 1995)	252.227-7016
Limitations on the Use Or Disclosure of Government Furnished Information Marked with Restrictive Language(JUN 1995)	252.227-7025
Technical Data – Withholding of Payment (MAR 2000)	252.227-7030
Declaration of Technical Data Conformity (JAN 1997)	252.227-7036
Validation of Restrictive Markings on Technical Data (SEP 1999)	52.227-7037
Invoices Exclusive of Taxes or Duties (JUN 1997)	252.229-7000
Supplemental Cost Principles (DEC 1991)	252.231-7000
Electronic Submission of Payment Requests(MAR 2003)	52.232-7003
Protection Against Compromising Emanations (DEC 1991)	252.239-7000
Application for U.S. Government Shipping Documentation/Instructions (DEC 1991)	252.242-7003
Material Management and Accounting System (DEC 2000)	252.242-7004
Pricing of Contract Modifications (DEC 1991)	252.243-7001
Requests for Equitable Adjustment (MAR 1998)	252.243-7002
Subcontracts for Commercial Items and Commercial Components (MAR 2000)	252.244-7000
Material Inspection and Receiving Report (MAR 2003)	252.246-7000
Warranty of Data (DEC 1991)	252.246-7001
Transportation of Supplies by Sea (May 2002)	252.247-7023
Notification of Anticipated Contract Termination or Reduction (DEC 1996)	52.249-7002

CLAUSES IN FULL TEXT

I.1 OZONE-DEPLETING SUBSTANCES (MAY 2001) (FAR 52.223-11)

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

The Contractor shall insert the name of the substance(s).

I.2 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6)(APR 2003)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-08, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.3 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

I.4 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) (DFARS 252.211-7005)

Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmamillonebook/7.0/7.2/7.2.6/reports/modified.xls>

An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall-

Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
Identify the contract line items, subline items, components, or elements affected by the SPI process; and
If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification
Or Standard: _____

Affected Contract Line Item
Number, Subline Item Number
Component, or Element: _____

If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror-

May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at http://www.DCMA.hq.dla.mil/DCMA_o/oc/spi/files/dbreport/files/modified.pdf and in Excel format at http://www.DCMA.hq.dla.mil/DCMA_o/oc/spi/files/dbreport/files/modified.xls.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall-

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror-

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

I.5 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (DFARS 252.217-7026)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
	National	Commercial	Source of Supply			Actual
Line	Stock	Item	Company	Address	Part No.	Mfg?
<u>Items</u>	<u>Number</u>	<u>(Y or N)</u>				
(1)	(2)	(3)	(4)	(4)	(5)	(6)
(1) List each deliverable item of supply and item of technical data.						
(2) If there is no national stock number, list "none."						
(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.						
(4) For items of supply, list all sources. For technical data, list the source.						
(5) For items of supply, list each source's part number for the item.						
(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.						

I.6 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997) (DFARS 252.227-7036)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date

Name and Title of Authorized Official

I.7 STANDARD COMMERCIAL WARRANTY (6001)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of

the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of __ months. (Offeror is to insert number.)

I.9 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989) FAR 52.217-7)

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the schedule. If more than one option exists, each option is independent of the other option and the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and set with the time(s) specified below:

I.10 EXERCISE OF OPTION UNDER FAR 52.217.7

The quantities added by exercise of an option shall be set forth in an unilateral modification to this contract, signed by the Contracting Officer.

The option quantities and option dates are as follows:

<u>CLIN</u>	<u>DAYS AFTER DATE OF CONTRACT AWARD</u>	<u>OPTION QUANTITY</u>
0002	0 TO 365 Days	NOT TO EXCEED 3 EA

Note: The option can be exercised no more than 3 times. The maximum aggregate quantity that can be ordered via option would be no greater than 3 each.

I.10.1 CLIN 0002 OPTION

The Government may incrementally exercise CLIN 0002 one or more times during the 365 days specified. For purposes of this clause the term "option quantity" shall mean the quantity added by the incremental exercise. If the Government exercises the option more than once it will either add subCLIN(s) or an entirely new CLIN when the option is exercised.

SECTION J - LIST OF ATTACHMENTS

Exhibit "A" – Contract Data Requirements List (CDRL):

<u>CDRL</u>	<u>Description</u>	<u>Pages</u>
A001	Test Procedure	1
A002	Request for Deviation	1

Attachments:

<u>Data Item Description (DID):</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
(A001) TEST PROCEDURE	DI-NDTI-80603	6/01/88	3
(A002) REQUEST FOR DEVIATION	DI-CMAN-80640C	9/30/00	1

The DIDs may be accessed electronically at the following website: <http://assist.daps.dla.mil/quicksearch/>

<u>Drawings and Data Lists:</u>	<u>Description</u>
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Department of Defense Specification

QQ-B-575	Braid, Wire
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MIL-A-46106	Adhesive-Sealants, Silicon, RTV, One-Component
MIL-M-24041	Molding and Potting Compound, Chemically Cured
MIL-W-22759/11	Wire, Electrical, Fluoropolymer-Insulated
MS21980	Ferrules, Outer, Uninsulated, Shielded Terminating
MS21981	Ferrules, Inner, Uninsulated, Shielded Terminating

Department of Defense Standards

DOD-STD-100	Standard Practice for Engineering Drawings
MIL-STD-454	Standard General Requirements for Electronic Equipment
MIL-STD-1595	Qualification of Aircraft, Missile and Aerospace Fusion Welders
MIL-STD-2219	Fusion Welding for Aerospace Applications

Other Publications

ASME Y14.100M	Engineering Drawing Practices
J-STD-004	Requirements for Soldering Fluxes
J-STD-006	Requirements for Soldering Pastes
NAS1744	Splice, Conductor, Solder Style, Hot Air or Infrared, Shrinkable
7012519C	Performance Specification Cable System, Electrical, Pressure-Proof (PP), for Countermeasure set, acoustic (CSA), MK 2 Mod 4

Drawings

53711-7454379	(REF: 80249-1061146G Ballast Tank Cable (BTC))
53711-7454380	(REF: 80249-1061147G Launcher Assembly Cable (LAC))
53711-7454387	(REF: 80249-1061154G Torque Adapter)
80249-1061146G Rev F	Ballast Tank Cable (BTC) CSA MK2 MOD 1
80249-1061147G Rev F	Launcher Assembly Cable (LAC) CSA MK 2 MOD 1
80249-1061154G Rev -	Torque Adapter, Engaging Nut Plug Connector (LAC)
80249-PL1061146G Rev C	Ballast Tank Cable (BTC) CSA MK2 MOD 1
80249-PL1061147G Rev B	Launcher Assembly Cable (LAC) CSA MK 2 MOD 1
80249-PL1061154G Rev -	Torque Adapter, Engaging Nut Plug Connector (LAC)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 CLAUSES INCORPORATED BY REFERENCE

PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)	52.203-11
Compliance with Veterans Employment Reporting Requirements (DEC 2001)	52.222-38

PART II

<u>Title and Date</u>	<u>DFARS Paragraph No.</u>
Disclosure of Ownership or Control by a Foreign Government (SEP 1994)	252.209-7002
Authorization to Perform (JUN 1997)	252.225-7042

PROVISIONS IN FULL TEXT

K.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
{insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization};

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued

by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____.

(d) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name

TIN

K.4 WOMEN-OWNED BUSINESS (MAY 1999) (FAR 52.204-5)

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is, [] is not a women-owned business concern.

K.5 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>QUOTATION</u>	<u>TOTAL</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous

quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)(FAR 52.209-5)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

The Offeror has[] has not[], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "*Principals*," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-6)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
---	--

K.8 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) (FAR 52.219-1) ALT I (OCT 2000) ALT I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **35921**.

(2) The small business size standard is **1000** employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is [] is, [] is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) *[Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision].* The offeror represents, as part of its offer, that--

- (i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

- ___ Black American.
- ___ Hispanic American.
- ___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ___ Individual/concern, other than one of the preceding.

K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)

The offeror represents that--

- (a) It (___) has, (___) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation,
- (b) It (___) has, (___) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 ROYALTY INFORMATION (APR 1984) (FAR 52.227-6)

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.12 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000) (FAR 52.230-1)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no

K.13 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFARS 252.209-7001)

(a) *Definitions.* As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

**K.14 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(JAN 2004) (DFARS 252.225-7036)**

(a) *Definitions.* As used in this clause-

(1) "Component" means an article, material, or supply incorporated directly into an end product.

(2) "Domestic end product" means-

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) "End product" means those articles, materials, and supplies to be acquired under this contract for public use.

(4) "Foreign end product" means an end product other than a domestic end product.

(5) "Free Trade Agreement country" means Canada, Chile, Mexico, or Singapore.

(6) "Free Trade Agreement country end product" means an article that-

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(8) "Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.

(9) "Qualifying country end product" means-

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(10) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Free Trade Agreement country, or other foreign end products in the Buy American Act--Free Trade Agreement--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Free Trade Agreement country end product, the Contractor shall deliver a qualifying country end product, a Free Trade Agreement country end product, or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

K.15 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 CLAUSES INCORPORATED BY REFERENCE

PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Data Universal Numbering System (DUNS) Number (OCT 2003)	52.204-6
Defense Priority and Allocation Requirement (SEP 1990)	52.211-15
Facsimile Proposals (OCT 1997)	52.215.05

PART II

<u>Title and Date</u>	<u>DFARS Paragraph No.</u>
Commercial and Government Entity (CAGE) Code Reporting (AUG 1999)	252.2.4-7001
Report of Intended Performance Outside the United States (APR 2003)	252.225-7003
Identification And Assertion of Use, Replace or Disclosure Restrictions (JUN 1995)	252.227-7017
Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)	252.227-7028

PROVISIONS IN FULL TEXT

L.2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the --
 Department of Defense Single Stock Point (DoDSSP)
 Building 4, Section D
 700 Robbins Avenue
 Philadelphia, PA 19111-5094
 Telephone (215) 697-2667/2179
 Facsimile (215) 697-1462.

L.3 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be (☐) DX rated order; (☒) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

L.4 TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

L.5 SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Naval Surface Warfare Center
 Crane Division
 Attn: Sonobuoy Contracts, Code 1164

300 Highway 361
Building 2037
Crane, Indiana 47522-5001
DODAAD Code: N00164

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.farsite.hill.af.mil/>

L.7 AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)(DFARS 252.211-7001)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

Naval Surface Warfare Center, Crane Division
Attn: Mr. Larry Killion Code (6071) Phone (812) 854-1906
300 Highway 361, Building 2930
Crane, IN 47522-5001

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

L.11 USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

- (a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:
- (1) Any item of supply that is available in the commercial marketplace;
 - (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
 - (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
 - (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:
 - (i) is not yet in use; or
 - (ii) is not yet available in the commercial marketplace.
- (b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e. end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

L.12 BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax and has been assigned Exemption Certificate Number 0018103400015.

L.13 BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

L.14 WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<http://www.crane.navy.mil/supply/solicit.htm>) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

L.15 ADDITIONAL INFORMATION TO BE PROVIDED WITH THE PROPOSAL:

The following information shall be provided with the contractor's proposal:

- a. Critical contract schedule milestones, with the critical path identified
- b. Contractor personnel associated with the program including organizational structure, names, functions and phone numbers.
- c. Presentation of the contractor's quality program plan.
- d. Presentation of the contractor's plan for the performance qualification phase.
- e. Presentation of the contractor's manufacturing plan in the following areas:
 - i) Production flow plan.
 - ii) Production in-line test plan.
 - iii) Production tooling status and plan.
 - iv) Material control plan.
 - v) Material status and plan, identifying all long-lead and single-vendor materials.
 - vi) Production run-rate and delivery plan.
- f. Contractor's planned design changes.
- g. Contractor's design changes (all Class II ECP's) since latest first article approval.
- h. Programmatic issues.
- i. Identification of high-risk areas (technical, schedule, cost).